

SOLICITATION/CONTRACT/ORD. OR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION N/A		3ER		PAGE 1 OF 7						
2. CONTRACT NO. SP0300-01-D-3018			3. VALID EFFECTIVE DATE SEP 18 2001		4. ORDER NUMBER N/A			5. SOLICITATION NUMBER SP0300-01-R-4004		6. SOLICITATION ISSUE DATE Feb. 07, 2001				
7. FOR SOLICITATION INFORMATION CALL:			a. NAME Patricia Sadgwar, Contract Specialist			b. TELEPHONE NUMBER (No collect calls) (215) 737-8324			8. OFFER DUE DATE/LOCAL TIME SEE PAGE 3					
9. ISSUED BY Defense Supply Center Philadelphia Directorate of Subsistence 700 Robbins Avenue Philadelphia, PA 19111-5092			CODE SP0300		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STANDARD: 500 empl			11. DELIVERY FOR FOR DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING N/A			12. DISCOUNT TERMS None			
NOTE: Mail/Handcarry/Transmit Offer as specified on Page 3			15. DELIVER TO MISSISSIPPI/LOUISIANA AREA			16. ADMINISTERED BY			CODE					
17a. CONTRACTOR/OFFEROR The Merchants Company 1100 Edwards Street Hattiesburg, MS 39401 TELEPHONE NO. 601-583-4351			CODE 7T383		FACILITY CODE		18a. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER ATTN: DFAS-CO-SES P.O. BOX 182317 COLUMBUS, OH 43218-6260			CODE				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM											
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT		
		FULL LINE FOOD DISTRIBUTOR												
		CENTRAL REGION - MISSISSIPPI / LOUISIANA												
		BASE YEAR EFFECTIVE PERIOD: 16 DECEMBER 2001 THROUGH 14 DECEMBER 2002												
		FIRST ORDER WILL BE ON 16 DECEMBER 2001												
		(Attach Additional Sheets as Necessary)												
25. ACCOUNTING AND APPROPRIATION DATA 25% ESTIMATED MINIMUM: \$3,050,000.00										26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$12,200,000.00				
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA										<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA										<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE (1) COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.										29. AWARD OF CONTRACT: REFERENCE SP0300-01-R-4004 OFFER DATED 3/17/01 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: Full Line Food Distributors				
30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Andrew B. Mercier</i> EXEC. V.P.					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Raymond W. Poplas</i>									
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Andrew B. Mercier, Exec. V.P. The Merchants Company					30c. DATE SIGNED 03-17-01					31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) RAYMOND W. POPLAS				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED					33. SHIP NUMBER					34. VOUCHER NUMBER				
					PARTIAL					FINAL				
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE					32c. DATE SIGNED					36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
										37. CHECK NUMBER				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT					41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER					41c. DATE SIGNED				
										42a. RECEIVED BY (Print)				
										42b. RECEIVED AT (Location)				
										42c. DATE REC'D (YY/MM/DD)				
										40. PAID BY				

SECTION A - SOLICITATION/CONTRACT FORM

Amendment 0001 dated February 28, 2001, and issued under solicitation number SP0300-01-R-4004, is hereby incorporated as part of this contract.

SECTION B - SUPPLIES/SERVICE AND PRICE

DELIVERY: Delivery shall occur no more than 48 hours after order placement unless otherwise required by the ordering officer.

FOB TERMS: FOB Destination for all items.

PRICES: The unit prices for all items shall be in accordance with clause 52.212-4, Contract Terms and Conditions - Commercial Items (May 1999) and Addendum, paragraph (5)(t).

The unit price is determined by the "Delivered Price" plus the "Distribution Price". The Distribution Price Categories are contained in Attachment #1. These distribution prices will remain fixed throughout the term of the contract. This contract contains a guaranteed minimum of twenty-five percent 25% of the estimated dollar value. The maximum ceiling will be one hundred fifty percent (150%) of the estimated dollar value. The estimated dollar value of the base term of this contract is \$ 12,200,000.00. In the event of emergencies or mobilization, the Government reserves the right to unilaterally execute an alternate maximum ceiling of one hundred seventy-five percent (175%) of the estimated dollar value per contract period of this acquisition.

If the Government determines to invoke the options, the distribution prices can be increased by no more than 2% per option year.

MANDATORY ITEMS: - The following items are mandated to be supplied by the National Industries for the Blind (NIB) or the National Industries for the Severely Handicapped (NISH), refer to FAR clause 52.208-9.

8920-00-782-6353	Pancake Mix
8920-00-823-7221	Cake Mix, Devils Food
8920-00-823-7223	Cake Mix, Gingerbread
8950-01-079-6942	Paprika, Ground
8950-01-254-2691	Garlic Powder
Various	Dining Packets

If ordered the Prime Vendor is required to source these items from NIB/NISH. The plant sources were identified in the solicitation on page 13.

FOR SHIPS: The following Military Unique Subsistence Item Coordination (MUSIC) are required for Naval Ships afloat, it is mandatory that you obtain the MUSIC items from Advocacy & Resource Corporation (ARC).

8910-00-082-5732	Cheese, Cottage, Dehy, No 10 Size Can
8945-1-452-2000	Egg Mix, Dehy, No. 3 Cylinder Can
8910-01-091-7209	Milk, Nonfat, Dry, 4 LB Can
8945-1-452-2000	Tomato Paste, No 2 ½ Can
8915-01-004-6676	Potato Mix, Dehy, No 10 Can
8945-1-452-2000	Flour, Bread, 35 LB Can
8945-1-452-2001	Sugar, Granulated, 35 LB Can
8945-00-080-9396	Shortening, 5 GL Can
8945-1-452-2000	Salad Oil, Canola, 6 / 1 GL Can
8945-1-452-2001	Canolo Oil, Deep Fat Fry, 1 / 5 GL Can

If the above items are ordered, the Prime Vendor is required to source these items from ARC. The plant source was identified in the solicitation on page 13

SECTION C - DESCRIPTION / SPECIFICATIONS

Non-availability of any item and recommendation for substitution will be communicated to the customer the same day the order is placed.

The Prime Vendor can accept additions and cancellations up to 3:00 PM on the day prior to delivery.

Ordering for supplies under this contract for the US Naval Home, Gulfport, MS and Louisiana Air National Guard shall be performed by the contractor's commercial ordering system.

Ordering for supplies under this contract for all other remaining activities shall be performed by the ordering activity via the Subsistence Total Order and Receipt Electronic System (STORES).

SECTION D - PACKAGING AND MARKING

All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug, and Cosmetic Act and regulations promulgated there under. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification.

FOR SHIPS ONLY: Case markings (labels) must include the DoD Stock number and FIC Code, Item Nomenclature, Unit Pack, Unit of Issue, Case Weight, Case Cube, "Best When Used by Date", or similar marking indicating the end of the guaranteed freshness

date and Lot Number. Item nomenclature shall be sufficient to identify the item, the DoD Unit of issue may be found in the schedule of items. **It is mandatory that a label containing this information be adhered to every case delivered**

SECTION E - INSPECTION AND ACCEPTANCE

Inspection and acceptance of products will be performed at destination. Each ordering facility will be responsible for accepting or rejecting product as it is delivered. All food items must be inspected for count, condition and identity and approved by the ordering activities' authorized personnel receiving the delivery before final acceptance can be made.

SECTION F - DELIVERIES OR PERFORMANCE

The following is designated as the plant location for the performance of this contract for all contract line items:

PLANT LOCATION

The Merchants Company
1340 Boiling Street
Jackson, MS 39209

Customers authorized to order under this contract are as follows:

<i>Ft. Polk, LA</i>	<i>USCG, Greenville, MS</i>
<i>Barksdale AFB, LA Troop and CDC</i>	<i>USCG, Gulfport, MS</i>
<i>NAS Meridian, MS</i>	<i>USCG, Natchez, MS</i>
<i>Columbus AFB, MS Troop, CDC & Youth Ctr</i>	<i>USCG, Pascagoula, MS</i>
<i>Keesler AFB, MS Troop, CDC and Hospital</i>	<i>USCG, Vicksburg, MS</i>
<i>US Naval Home, MS</i>	
<i>NSA New Orleans, LA</i>	<i>USCG, Grand Isle, LA</i>
<i>NAS New Orleans, LA</i>	<i>USCG, Lockport, LA</i>
<i>CBC, Gulfport, MS</i>	<i>USCG, Morgan City, LA</i>
<i>NS Pascagoula, MS</i>	<i>USCG, New Orleans, LA</i>
<i>Louisiana Air National Guard, LA</i>	<i>USCG, Venice, LA</i>

There is a minimum of fifteen (15) case movement per month required to satisfy product requirements.

SECTION G - CONTRACT ADMINISTRATION DATA

Delivery orders issued against this Indefinite Delivery Type Contract shall be administered by the person who placed the order on behalf of the Government, i.e., the ordering officer responsible for the troop support activity. Ordering officers are authorized to modify delivery orders and perform all administrative functions pertaining to such orders including termination of the order for late deliveries and other product nonconformances. In these cases, the applicable agency or activity may re-procure the supplies locally. Ordering officers, however, are not authorized to sign purchase orders or contracts and cannot take any action to charge the account of the contractor unless they are also contracting officers. Only an authorized contracting officer acting on behalf of the agency or activity can take these particular re-procurement actions. Administration of the terms and conditions set forth in the IDTC is the responsibility of the DSCP contracting officer. The ordering officer shall also notify the DSCP contracting officer of all terminations and repurchase actions, which were processed under the IDTC.

ATTACHMENT #1 – DISTRIBUTION PRICE CATEGORIES: SEE PAGES 6 & 7

PAGE 6 AND 7 - PRIVILEGED
INFORMATION